AMENDMENT #5

CONTRACT #00000000000000000000032136

This is an Amendment to the Contract (the "Contract) entered into by and between the **Indiana Family and Social Services Administration, Office of Medicaid Policy and Planning** (the "State") and **ANTHEM INSURANCE COMPANIES INC** (the "Contractor") approved by the last State signatory on May 23, 2019.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

The Contract for providing risk-based managed care services to Medicaid beneficiaries enrolled in the State of Indiana's Hoosier Healthwise program is hereby amended to updated Exhibits 2.B and 5.D.

Exhibit 2.B, which outlines the Contract Compliance and Pay for Outcomes, is superseded and replaced by **Exhibit 2.C**, which is attached hereto and incorporated herein.

Exhibit 5.D, which lists the State's Capitation Rates, is superseded and replaced by **Exhibit 5.E**, which is attached hereto and incorporated herein.

The consideration of this Contract is unchanged. Total remuneration under the Contract is not to exceed **$1,955,328,752.88**.

All matters set forth in the original Contract and not affected by this Amendment shall remain in full force and effect.

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Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof**. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:
https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCTS.GBL

In Witness Whereof, the Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

ANTHEM INSURANCE COMPANIES INC

DocuSigned by:
By: Kimberly Roop
D273C04648AF46A...

Title: President, Anthem IN Medicaid

Date: 12/11/2020 | 10:07 EST

Indiana Family and Social Services Administration, Office of Medicaid Policy and Planning

DocuSigned by:
By:
3C2ABD79A80D498...

Title: Medicaid director

Date: 12/11/2020 | 10:47 EST

Electronically Approved by: Indiana Office of Technology By: (for) Tracy E. Barnes, Chief Information Officer	Electronically Approved by: Department of Administration By: (for) Lesley A. Crane, Commissioner
Electronically Approved by: State Budget Agency By: (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality by: Office of the Attorney General By: (for) Curtis T. Hill Jr., Attorney General

EXHIBIT 2.C

CONTRACT COMPLIANCE AND PAY FOR OUTCOMES

Except as defined below or where the context requires otherwise, all capitalized terms shall have the meanings ascribed to them in the Contract.

Note that previous versions of this Exhibit that relate specifically to previous years (calendar years 2017, 2018, and 2019) exist, including within this Contract's associated Healthy Indiana Plan contract. The specific final requirements for each of these specified years, will regulate the requirements and calculations applied to each of these previous periods, unless changes specifically addressing previous years are made.

A. Contract Compliance

1. Non-compliance Remedies.

It is the State's primary goal to ensure that the Contractor and its subcontractors/vendors deliver quality care to members while maintaining the program integrity of the State of Indiana's Hoosier Healthwise program. To assess attainment of this goal, the State monitors certain quality and performance standards, and holds the Contractor accountable for being in compliance with Contract terms. FSSA accomplishes this by working collaboratively with the Contractor to maintain and improve programs, and not to impair Contractor stability.

In the event that the Contractor and/or its subcontractors/vendors fail to meet performance requirements or reporting standards set forth in the Contract or other standards established by the State, the State will provide the Contractor with a written notice of non-compliance and may require any of the corrective actions or remedies discussed below or in this Contract. The State will provide written notice of non-compliance to the Contractor within sixty (60) calendar days of the State's discovery of such non-compliance.

If FSSA elects not to exercise a corrective action clause contained anywhere in the Contract in a particular instance, this decision must not be construed as a waiver of the State's right to pursue future assessment of that performance requirement and associated damages, including damages that, under the terms of the Contract, may be retroactively assessed.

2. Corrective Actions.

In accordance with 42 CFR 438, Subpart I, FSSA may require corrective action(s) when the Contractor has failed to provide the requested services. The nature of the corrective action(s) will depend upon the nature, severity and duration of the deficiency and repeated nature of the non-compliance. The written notice of non-compliance corrective actions may be instituted in any sequence and include, but are not limited to, any of the following:

- Written Warning: FSSA may issue a written warning and solicit a response regarding the Contractor's corrective action.

- Formal Corrective Action Plan: FSSA may require the Contractor to develop a formal corrective action plan to remedy the breach. The corrective action plan must be submitted under the signature of the Contractor's chief executive and must be approved by FSSA. If the corrective action plan is not acceptable, FSSA may provide suggestions and direction to bring the Contractor into compliance.

- Withholding Full or Partial Capitation Payments: FSSA may suspend capitation payments for the following month or subsequent months when the State determines that the Contractor is materially non-compliant. FSSA must give the Contractor written notice ten (10) business days prior to the suspension of capitation payments and specific reasons

for non-compliance that result in suspension of payments. The State may continue to suspend all capitation payments until non-compliance issues are corrected.

- Suspending Auto-assignment: FSSA may suspend auto-assignment of members to the Contractor. The State may suspend all auto-assignment or may selectively suspend auto-assignment for a region or county. The State will notify the Contractor in writing of its intent to suspend auto-assignment at least ten (10) business days prior to the first day of the suspension period. The suspension period may be for any length of time specified by the State. The State will base the duration of the suspension upon the nature and severity of the default and the Contractor's ability to cure the default.

- Assigning the Contractor's Membership and Responsibilities to Another Contractor: The State may assign the Contractor's membership and responsibilities to one (1) or more other Contractors that also provide services to the Hoosier Healthwise population, subject to consent by the Contractor that would gain that responsibility. The State must notify the Contractor in writing of its intent to transfer members and responsibility for those members to another Contractor at least ten (10) business days prior to transferring any members.

- Appointing Temporary Management of the Contractor's Plan: The State may assume management of the Contractor's plan or may assign temporary management of the Contractor's plan to the State's agent, if at any time the State determines that the Contractor can no longer effectively manage its plan and provide services to members.

- Contract Termination: The State reserves the right to terminate the Contract, in whole or in part, due to the failure of the Contractor to comply with any term or condition of this Contract, or failure to take corrective action as required by FSSA to comply with the terms of this Contract. The State must provide thirty (30) calendar days written notice and must set forth the grounds for termination.

3. Liquidated Damages.

In the event that the Contractor fails to meet performance requirements or reporting standards set forth in the Contract, or other standards set forth by the State, it is agreed that damages shall be sustained by the State, and the Contractor shall pay to the State liquidated damages pursuant to this Contract, its actual damages, and/or penalties as expressly permitted under 42 USC Chapter Seven, Subchapter XIX, Section 1396u-2 (e).

It is agreed that in the event of a failure to meet specified performance or reporting requirements subject to liquidated damages, it is and will be impractical and extremely difficult to ascertain and determine the actual damages which the State will sustain in the event of, and by reason of, such failure; and it is therefore agreed that the Contractor will pay the State for such failures according to the following subsections. No punitive intention is inherent in the following liquidated damages provisions.

FSSA may impose remedies resulting from failure of the Contractor to provide the requested services depending on the nature, severity, and duration of the deficiency. In most cases, liquidated damages will be assessed based on this Exhibit. Should FSSA choose not to assess damages for an initial infraction or deficiency, it reserves the right to require corrective action or assess damages at any point in the future.

The State shall notify Contractor of liquidated damages due and Contractor shall pay the State the full amount of liquidated damages due within ten (10) business days of receipt of the State's notice. The State may, in its sole discretion, elect at any time to offset any amount of liquidated damages due against capitation payments otherwise due Contractor pursuant to the Contract.

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CONTRACT COMPLIANCE AND PAY FOR OUTCOMES

In the event liquidated damages are imposed under the Contract, the Contractor must provide FSSA with a formal corrective action plan, as well as monthly reports on the relevant performance metrics until such time as the deficiency is corrected for a period of sixty (60) consecutive days.

4. Non-compliance with Reporting Requirements.

The Hoosier Healthwise Reporting Manual, distributed following the Contract award and periodically thereafter, details the required formats, templates and submission instructions for the reports listed in the Contract. FSSA may change the frequency of required reports, or may require additional reports, at FSSA's discretion. The Contractor will be given at least thirty (30) calendar days' notice of any change to reporting requirements.

If the Contractor's non-compliance with the reporting requirements impacts the State's ability to monitor the Contractor's solvency, and the Contractor's financial position requires the State to transfer members to another Contractor, the State will require the Contractor to pay any difference between the capitation rates that would have been paid to the Contractor and the actual rates being paid to the replacement Contractor as a result of member transfer. In addition, the Contractor must pay any costs the State incurs to accomplish the transfer of members. Further, FSSA will withhold all capitation payments or require corrective action until the Contractor provides satisfactory financial data.

5. Priority Performance and Reporting Requirements.

FSSA has assigned high priority to the following reports (collectively referred to herein as "Priority Reports"):

No	Title
A.	**Systems and Claims Reports**
1.	Claims Adjudication Summary
2.	Encounters Summary
3.	Claims Denial Reasons
4.	Paid Abortion Claims Summary
B.	**Member Services Reports**
1.	Member Helpline Performance
2.	Member Grievances and Appeals
3.	Consumer Assessment of Healthcare Providers and Systems (CAHPS®) Summary
C.	**Provider Services Reports**
1.	Provider Helpline Performance
2.	Provider Claims Disputes
D.	**Network Development and Access Reports**
1.	Count of Enrolled Providers
2.	Member Access to Providers
3.	24-Hour Availability Audit
4.	Subcontractor Compliance Summary Report
E.	**Quality Management and Improvement Reports**
1.	Quality Management and Improvement Program Work Plan
2.	Quality Improvement Projects
3.	HEDIS® Data Report
4.	HEDIS® Compliance Auditor's Final Report

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No	Title
5	Annual Program Integrity Plan Report
F.	**Utilization Management Reports**
1.	Disease/Care/Complex Case Management Reports
2.	Health Needs Screening Report
3.	Weeks of Pregnancy
G.	**Financial Reports**
1.	Indiana Department of Insurance (IDOI) Filing
2.	Annual Reimbursement for FQHC and RHC Services
3.	Encounter Data Quality (Previously CRCS) Report
4.	Key Staff Vacancy Report
5.	Vendor Contact Sheet
H.	**Pharmacy Reports**
1.	Pharmacy Services Utilization Reports
2.	Pharmacy Audit Report
I.	**Other Reports**
1.	Monthly Onsite Monitoring Tool
2.	CMS Required Reports

Minimum recommended sample sizes for Hybrid and Survey measures must be met. Any report which requires a minimum sample size (e.g., CAHPS, HEDIS) will be rejected if they do not meet the established minimum standards for sampling.

If Contractor fails to submit any Priority Report in a timely, complete and accurate manner (other than the HEDIS and CAHPS reports), Contractor shall pay liquidated damages of four thousand, six hundred and fifty dollars ($4,650) for each Priority Report (other than the HEDIS or CAHPS reports) that is not submitted in a timely, complete and accurate manner.

If Contractor fails to submit a HEDIS or CAHPS report that was based on the National Committee for Quality Assurance (NCQA) methodology for sampling data, Contractor shall pay liquidated damages of four thousand, nine hundred and fifty dollars ($4,950) for each business day the report is not submitted in a timely, complete, and accurate manner.

Payment of liquidated damages does not relieve Contractor of its responsibility to provide complete and accurate reports required under the Contract.

6. Non-compliance with Other Reporting Requirements.

If Contractor fails to submit in a timely, complete, and accurate manner any report which Contractor is required to provide under the Contract or the Hoosier Healthwise MCE Reporting Manual, Contractor will pay liquidated damages of five hundred dollars ($500) per report for each business day for which such report has not been submitted correctly, complete, on time, and in the correct reporting format. The reports which Contractor is required to provide are identified in the Hoosier Healthwise Plan MCE Reporting Manual. Payment of liquidated damages does not relieve Contractor of its responsibility to provide any report required under the Contract.

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7. Encounter Data Quality (previously CRCS) Report

FSSA recognizes the importance of monitoring Contractor performance throughout the calendar year, and Contractor will be required to submit quarterly Encounter Data Quality reports to FSSA in a timely, complete and accurate manner, for the Hoosier Healthwise programs. Encounter Data Quality reports are due within one hundred and thirty-five (135) calendar days of the end of each calendar quarter. Each quarterly report must include year-to-date information and must be verified to a degree of at least ninety-eight percent (98%) completeness for all claims (i.e., an incompleteness rate of no more than 2.0%). The Hoosier Healthwise Reporting Manual details the requirements for submission of Encounter Data Quality reports.

FSSA will use Contractor's encounter data, or other method of data completion verification deemed reasonable by FSSA, to verify the completeness of the Encounter Data Quality report in comparison to Contractor's encounter claims. FSSA reserves the right to change the method of data completion verification upon reasonable advance notice to the Contractor.

Encounter Data Quality reports are considered Priority Reports. To the extent Encounter Data Quality submissions or underlying encounter data is used in a public report, it must be received by stated deadline in order to be published.

If, during any quarter after the first year of the Contract, Contractor fails to submit Encounter Data Quality reports to FSSA in a timely, complete and accurate manner, and does not meet the ninety-eight percent (98%) completeness threshold, the Contractor shall pay liquidated damages of forty-nine thousand, two hundred ($49,200), per quarter.

Payment of liquidated damages does not relieve Contractor of its responsibility to provide complete and accurate Encounter Data Quality reports required under the Contract.

8. Non-compliance with Shadow/Encounter Claims Submission Requirements.

Payment of liquidated damages as outlined below does not relieve Contractor of its responsibility to provide complete and accurate shadow/encounter claims required under the Contract.

a. Weekly Batch Submission.

The Contractor must submit at least one (1) batch of shadow claims, in the format specified by the State, before 5 p.m. on Wednesday of each week, for both institutional and professional claims, in accordance with the terms of the Contract and Scope of Work. If, during any calendar month, Contractor fails to submit all shadow/encounter claims on a weekly basis when due, unless delay is caused by technical difficulties of FSSA or its designee, Contractor will pay liquidated damages in the amount of four thousand, eight hundred and fifty dollars ($4,850) for each type of claim type for which shadow/encounter claims were not submitted in a timely manner.

b. Pre-cycle Edits.

For each weekly shadow claims batch submission, Contractor must achieve no less than a ninety-eight percent (98%) compliance rate with pre-cycle edits. The State will assess pre-cycle edit compliance based upon the average compliance rate of the weekly shadow claims batch submissions made during the calendar month and will calculate compliance separately for institutional, professional and pharmacy claims. If the average compliance rate is below ninety-eight percent (98%) for any type of shadow claim, Contractor shall pay liquidated damages in the amount of four thousand, eight hundred and fifty dollars ($4,850) for each deficient shadow claim type. Payment of liquidated damages does not relieve Contractor of

its responsibility to provide complete and accurate shadow claims required under the Contract.

c. Prescription Drug Rebate File.

Contractor shall comply with the required layouts for submitting pharmacy claim extracts used to support federal drug rebate invoicing and collection. The frequency of file submissions and the content of the files supporting drug rebate invoicing and collection are defined by FSSA and pertain to all pharmacy claim transactions and medical claim transactions that contain physician administered drugs as set forth in Section 3.4 of the Scope of Work. Contractor shall provide this reporting to FSSA in the manner and timeframe prescribed by FSSA, including, but not limited to, through a rebate file to the State or its designee. For any instance in which the Contractor fails to provide required files for drug rebate purposes in a timely, accurate, or complete manner, the Contractor shall be responsible for interest, based on the interest calculation for late rebate payments methodology published by CMS, on delayed rebate money owed to the State. For example, if the Contractor fails to meet the FSSA established deadline for submission of the claim extracts and/or rebate file and the drug rebate contractor completes the quarterly drug rebate invoicing process without the Contractor's claim information for the invoicing quarter, the Contractor shall reimburse the State for interest on the rebate amount later calculated by the drug rebate contractor, for the period of delay in collecting the rebate amount. Such reimbursement shall be due within thirty (30) days of presentation of the interest calculation.

9. Network Access.

If FSSA determines that the Contractor has not met the network access standards established in the Contract, FSSA shall require submission of a Corrective Action Plan to FSSA within ten (10) business days following notification by the State. Determination of failure to meet network access standards shall be made following a review of the Contractor's Network Geographic Access Assessment Report. The frequency of required report submission shall be outlined in the Hoosier Healthwise MCE Reporting Manual. Contractor will pay liquidated damages in the amount of five thousand, two hundred, and fifty dollars ($5,250) for each reporting period that the Contractor fails to meet the network access standards. Upon discovery of noncompliance, the Contractor shall be required to submit monthly Network Geographic Access Assessment Reports until compliance is demonstrated for sixty (60) consecutive days. FSSA may also require the Contractor to maintain an open network for the provider type for which the Contractor's network is non-compliant. Further, should Contractor be out of compliance for three (3) consecutive months as a result of failure to meet network access standards, FSSA shall immediately suspend auto-enrollment of members with the Contractor, until such time as Contractor successfully demonstrates compliance with the network access standards.

10. Marketing Violations.

If FSSA determines that Contractor has violated the requirements of Contractor's obligations with respect to marketing and marketing materials as set forth in Section 4.1 of the Scope of Work and 42 CFR 438.104, Contractor shall pay liquidated damages of nine hundred and fifty dollars ($950) for each instance that such determination of a violation is made. For illustration purposes only, a violation will be determined to exist if Contractor distributed, directly or indirectly through any agent or independent contractor, marketing materials that have not been approved by FSSA or that contain inaccurate, false or misleading information.

EXHIBIT 2.C

CONTRACT COMPLIANCE AND PAY FOR OUTCOMES

11. Member and Provider Communication and Education Violations.

If FSSA determines that Contractor has violated the requirements of Contractor's obligations with respect to member and or provider communication or education materials as set forth in Section 4.5 of the Scope of Work and 42 CFR 438.104, Contractor shall pay liquidated damages of one thousand, one hundred dollars ($1,100) for each instance that such determination of a violation is made. In addition, FSSA reserves the right to require an immediate retraction or correction by the Contractor, in a format acceptable to FSSA. For illustration purposes only, a violation will be determined to exist if Contractor promulgated or distributed, directly or indirectly through any agent or independent contractor, member and or provider communication or education material that have not been approved by FSSA or those that have been approved by FSSA that Contractor identifies as that contain inaccurate, false or misleading information. For further illustration, a violation will be determined to exist if the Contractor distributes any member or provider communication, including member or provider letters, bulletins, alerts, press releases or other press communications, bulletins and forms, without prior approval by FSSA. For purposes of this Section, provider communications are limited to provider communications related to the Hoosier Healthwise program.

12. Claims Payment.

If Contractor fails to pay or deny ninety-eight per cent (98%) or more of any type of clean claims within the required timeframe, Contractor shall pay liquidated damages in the amount of five thousand, seven hundred dollars ($5,700) for each deficient claims type. For the purposes of this section, there are six claims types: professional paper claims, professional electronic claims, facility paper claims, facility electronic claims, pharmacy paper claims, and pharmacy electronic claims.

13. Readiness Review.

If Contractor fails to satisfactorily pass the readiness review at least thirty (30) calendar days prior to scheduled member enrollment (or other deadline as may be established at the sole discretion of the State), the State may delay member enrollment and/or may require other remedies (including, but not limited to Contract termination), and Contractor shall be responsible for all costs incurred by the State as a result of such delay.

In addition, for each business day that Contractor fails to submit readiness review processes beyond their expected due date, Contractor shall pay liquidated damages in the amount of five thousand, four hundred and fifty dollars ($5,450). Damages will be assessed each time the requirements are not met. In each instance that Contractor fails to submit substantially complete and accurate readiness review responses, Contractor shall pay liquidated damages in the amount of three thousand fifty dollars ($3,050).

14. Member/Provider Helpline and Website Services.

There are eleven (11) separate measures that will equally apply to the Hoosier Healthwise Member/Provider Helpline and Website Metrics and the Pharmacy Helpline and Website Metrics Reports. For each instance in which FSSA finds the Contractor has failed to meet a metric for a given quarter, the Contractor shall pay liquidated damages in the amount of one thousand, three hundred and fifty dollars ($1,350) per quarter of non-compliance for each metric.

Helpline and Website Metrics: The eleven (11) metrics are as follows:

i. For any calendar month, at least ninety-seven percent (97%) of all phone calls to the Helpline must reach the call center menu within thirty (30) seconds or the prevailing benchmark established by NCQA.

ii. For any calendar month, at least eighty-five percent (85%) of all phone calls to an approved automated Helpline must be answered by a Helpline representative within thirty (30) seconds after the call has been routed through the call center menu. Answered means that the call is picked up by a qualified Helpline staff person.

iii. If Contractor does not maintain an approved automated call distribution system, for any calendar month, at least ninety-five percent (95%) of all phone calls to the Helpline must be answered within thirty (30) seconds.

iv. For any calendar month, the busy rate associated with the Helpline shall not exceed zero percent (0%).

v. Hold time shall not exceed one minute in any instance, or thirty (30) seconds, on average.

vi. For any calendar month, the lost call (abandonment) rate associated with the Helpline shall not exceed five percent (5%).

vii. Contractor must maintain an answering machine, voice mail system, or answering service to receive calls to the Helpline that take place after regular business hours. For any calendar month, one hundred percent (100%) of all after hours calls received must be returned or attempted to be returned within one (1) business day.

viii. Contractor must maintain a system to receive and address electronic inquiries via e-mail and through the member website. For any calendar month, one hundred percent (100%) of all electronic inquiries received must be responded to within one (1) business day.

ix. Contractor's Helpline 100% of operating hours must be properly equipped to accept calls including, without limitation, calls from members with limited English proficiency and calls from members who are deaf, hearing impaired or have other special needs.

x. For any calendar month, eighty-five percent (85%) of all calls to the Helpline must be resolved during the initial call.

xi. Contractor must make pertinent information available to members and providers through an Internet website in an FSSA-approved format in accordance with the terms of the Contract. The website must be available for access by members no less than twenty three and one-half (23.5) hours per day, on average.

15. Prior Authorization.

Contractor must respond to requests for authorization of services in the format and within the timeframes set forth in the Contract. For each quarter in which the Contractor fails to adjudicate ninety-seven percent (97%) or more of prior authorization requests within the required timeframes, Contractor shall pay liquidated damages in the amount of five thousand, seven hundred fifty dollars ($5,750).

16. Member Grievances.

Contractor must resolve one hundred percent (100%) of member grievances within thirty (30) calendar days of receipt of the grievance. For each quarter in which in which Contractor fails to provide and communicate a timely resolution on one hundred percent (100%) of member grievances, Contractor shall pay liquidated damages in the amount of three thousand dollars ($3,000).

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CONTRACT COMPLIANCE AND PAY FOR OUTCOMES

17. Member Appeals.

Contractor must resolve one hundred percent (100%) of member appeals within thirty (30) calendar days of receipt of the appeal. For each quarter in which in which Contractor fails to provide and communicate a timely resolution on one hundred percent (100%) of member appeals, Contractor shall pay liquidated damages in the amount of two thousand, two hundred dollars ($2,200). The Contractor must also provide a timely and satisfactory response to documentation required to facilitate member appeals in accordance with the FSSA Fair Hearing process. In addition, the Contractor shall provide a representative to participate in the FSSA fair hearing process to represent the State. For each instance in which the Contractor fails to either (i) provide a timely response to documentation required for the member appeal within the time frames set forth by FSSA, or (ii) upon adequate notice, represent the State at the FSSA fair hearing, Contractor shall pay liquidated damages in the amount of one thousand, fifty dollars ($1,050).

18. Complaints and Internet Quorum Inquiries.

The Contractor must resolve complaints and Internet Quorum (IQ) inquiries to FSSA's satisfaction, within the timeframes set forth by FSSA. Unless an alternative deadline is identified by FSSA for a specific IQ inquiry, IQ inquiries must be resolved in no more than five (5) business days. The Contractor may request additional time to respond, but FSSA is under no obligation to grant extensions. For each instance in which the Contractor fails to provide a timely or accurate response to complaints or IQ inquiries within the timeframes set forth by FSSA, Contractor shall pay liquidated damages in the amount of three hundred dollars ($300).

19. Plan Solvency.

If Contractor fails to meet solvency performance standards set forth below and as may be amended by the State, Contractor shall be subject to corrective actions as set forth in the Contract, including but not limited to Contract termination.

a. On a quarterly basis, current ratio (assets to liability) shall be greater than or equal to one (1).
b. On a quarterly basis, the number of day's cash on hand shall not be fewer than sixty (60) business days. FSSA reserves the right to adjust the required number of days of cash on hand based on historical Contractor performance and the ability of the Contractor to demonstrate solvency.
c. On a quarterly basis, days in unpaid claims shall not be greater than sixty-five (65) business days.
d. On a quarterly basis, days in claims receivables shall not be greater than thirty (30) business days.
e. On a quarterly basis, equity (net worth) shall be maintained at or above $50 per member.

20. Non-compliance with General Contract Provisions.

The objective of this requirement is to provide the State with an administrative procedure to address issues where the Contractor is not compliant with the Contract. Through routine monitoring, the State may identify Contract non-compliance issues. If this occurs, the State will notify the Contractor in writing of the nature of the non-performance issue. The State will establish a reasonable period of time, but not more than ten (10) business days, during which the Contractor shall provide a written response to the notification. If the Contractor does not correct the non-performance issue within the specified time, the State may enforce any of the remedies listed in this Exhibit.

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Specifically, the State may enforce any of the remedies listed in this Exhibit if the Contractor does the following:

- Fails substantially to provide medically necessary services that the Plan is required to provide, under law or under its Contract with the State, to a member;
- Imposes on members premiums or charges that are in excess of the premiums or charges permitted under the Hoosier Healthwise Program;
- Acts to discriminate among members on the basis of their health status or need for health care services, such as unlawful termination or refusal to re-enroll a member or engaging in any practice that would reasonably be expected to discourage enrollment by a potential enrollee whose medical condition or history indicates probable need for substantial future medical services;
- Misrepresents or falsifies information that it furnishes to CMS or to the State.
- Misrepresents or falsifies information that it furnishes to a member, potential enrollee, or health care provider;
- Fails to comply with the requirements for physician incentive plans, as set forth in 42 CFR 422.208 and 422.210;
- Has violated any of the other applicable requirements of sections 1903(m) or 1932 of the Act and any implementing regulations.

21. Other Non-Performance.

If Contractor fails to meet the other performance standards set forth in the Contract, Contractor shall be subject to corrective actions as set forth in the Contract.

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EXHIBIT 2.C

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B. Pay for Outcomes Program

1. Program Establishment and Eligibility.

FSSA has established a pay for outcomes program under which Contractor may receive additional compensation if certain conditions are met. The state encourages plans to share earned incentive payments with members and providers. The compensation under the pay for outcomes program is subject to Contractor's complete and timely satisfaction of its obligations under the Contract. This includes but is not limited to timely submission of the Contractor's HEDIS Report for the measurement year and the Certified HEDIS Compliance Auditor's attestation, as well as timely submission of the Priority Reports listed in Section A.5 of this Exhibit. In furtherance of the foregoing and not by limitation, the Contractor may, in FSSA's discretion, lose eligibility for its compensation under the pay for outcomes program if:

a. FSSA has suspended, in whole or in part, capitation payments or enrollment to the Contractor;
b. FSSA has assigned, in whole or in part, the membership and responsibilities of Contractor to another participating managed care plan contractor;
c. FSSA has assumed or appointed temporary management with respect to the Contractor;
d. The Contract has been terminated;
e. The Contractor has, in the determination of the Director of the Office of Medicaid Policy and Planning, failed to execute a smooth transition at the end of the Contract term, including failure to comply with the MCE responsibilities set forth in the Scope of Work; or
f. Pursuant to the Contract, including without limitation this Exhibit, FSSA has required a corrective action plan or assessed liquidated damages against Contractor in relation to its performance under the Contract during the measurement year.

FSSA may, at its option, reinstate Contractor's eligibility for participation in the pay for outcomes program once Contractor has properly cured all prior instances of non-compliance of its obligations under the Contract, and FSSA has satisfactory assurances of acceptable future performance.

2. Incentive Payment Potential.

a. Withhold.

During each measurement year, FSSA will withhold a portion of the approved capitation payments from Contractor as follows:

Year 1, 2017 – one point five eight percent (1.58%)
Year 2, 2018 – one point seven seven percent (1.77%)
Year 3, 2019 – one point seven seven percent (1.77%)
Year 4, 2020 – one point seven seven percent (1.77%)
Year 5, 2021 – one point seven seven percent (1.77%)
Year 6, 2022 – three point nine four percent (3.94%)

Capitation payments will be withheld separately for the Contractor's Hoosier Healthwise line of business. Contractor shall be eligible to receive some or all of the withheld funds based on Contractor's performance in the areas outlined in Section B.4.a of this Exhibit. Withhold payments will be calculated as set forth in Section B.4.a, of this Exhibit. The State reserves the right to adjust performance measures and targets in future Contract years.

EXHIBIT 2.C

CONTRACT COMPLIANCE AND PAY FOR OUTCOMES

3. Outcome Measures and Incentive Payment Structure.

The outcome measures, targets, and incentive payment opportunities outlined below. The outcome measures and targets are based on the priority areas established by FSSA and data available in year one (1) of the Contract. Performance measures and targets may change on a year-to-year basis as program priorities shift and as necessary to support continuous quality improvement. Outcome measures and priorities may change with the findings of the annual External Quality Review. Performance measures and targets applicable during subsequent years of the Contract will be established annually by FSSA and reflected in an amendment to the Contract.

4. Performance Measures and Incentive Payment Structure.

Contractor performance shall be calculated based on care delivered during the calendar year. Incentive payments after calendar year 2017, may be conditioned upon Contractor substantially maintaining or improving Contractor's outcome on that individual measure from the previous year.

Measures will be paid based on custom specifications and performance as determined by FSSA. Contractor shall submit information to FSSA, in the format and detail specified by FSSA, with respect to each performance measure set forth below. Any data received after the required submission date will not be eligible for an incentive payment.

The amount of performance withhold at risk for pay for outcomes measures will be established for the first year (2017) and any changes year over year will be at the sole discretion of the State based on determined priorities.

For each performance measure, it is anticipated that there will be three (3) tiers of withhold available to be earned. Rates will be set based upon the priority measure for the Contractor to earn fifty percent (50%), seventy-five percent (75%), or one hundred percent (100%) of the amount of the Performance Withhold at risk. Contractor is eligible to receive its incentive payment based on measurement year rate regardless of prior year performance.

a. Incentive Payments – Withholds – Hoosier Healthwise.

The following incentives are payable in the form of release of funds withheld. For purposes of this subsection only, the amount withheld shall be referred to as the "Performance Withhold." The amount of the Performance Withhold at risk varies by measure. The amounts of Performance Withhold at risk listed below are rounded to the nearest hundredth decimal point.

i. Ambulatory Care.

Utilization of ambulatory services in the category of ED visits. HEDIS measure (HEDIS AMB) using administrative data. The following standards for Ambulatory Care shall also apply for 2020 contract year incentive payments, superseding section B.4.a.i.

ED Visits

Amount of Performance Withhold at risk: 10%

If Contractor's 2020 measurement year rate is at or below the 50th percentile and above the 25th percentile of NCQA 2021 Quality Compass, Contractor is eligible to receive an incentive payment equal to fifty percent (50%) of the amount of the Performance Withhold at risk.

If Contractor's 2020 measurement year rate is at or below the 25th percentile and above the 10th percentile of NCQA 2021 Quality Compass, Contractor is eligible to receive an incentive payment equal to seventy-five percent (75%) of the amount of the Performance Withhold at risk.

If Contractor's 2020 measurement year rate is at or below the 10th percentile of NCQA 2021 Quality Compass, Contractor is eligible to receive an incentive payment equal to one hundred percent (100%) of the amount of the Performance Withhold at risk.

ii. Well-Child Visits in the First 30 Months of Life (W30)

Percentage of members with six (6) or more visits during the first fifteen (15) months of life. HEDIS measure (HEDIS W30) using administrative data.

Amount of Performance Withhold at risk: 25%

If Contractor's 2020 measurement year rate is at or above the 50th percentile and below the 75th percentile of NCQA 2021 Quality Compass, Contractor is eligible to receive an incentive payment equal to fifty percent (50%) of the amount of the Performance Withhold at risk.

If Contractor's 2020 measurement year rate is at or above the 75th percentile and below the 90th percentile of NCQA 2021 Quality Compass, Contractor is eligible to receive an incentive payment equal to seventy-five percent (75%) of the amount of the Performance Withhold at risk.

If Contractor's 2020 measurement year rate is at or above the 90th percentile of NCQA 2021 Quality Compass, Contractor is eligible to receive an incentive payment equal to one hundred percent (100%) of the amount of the Performance Withhold at risk.

iii. Child and Adolescent Well-Care Visits (WCV)

Percentage of members three (3) to twenty-one (21) years who had at least one (1) comprehensive well-care visit with a PCP or OB/GYN practitioner. HEDIS measure (HEDIS WCV) using administrative data.

Amount of Performance Withhold at risk: 25%

If Contractor's 2020 measurement year rate is at or above the 50th percentile and below the 75th percentile of NCQA 2021 Quality Compass, Contractor is eligible to receive an incentive payment equal to fifty percent (50%) of the amount of the Performance Withhold at risk.

If Contractor's 2020 measurement year rate is at or above the 75th percentile and below the 90th percentile of NCQA 2021 Quality Compass, Contractor is eligible to receive an incentive payment equal to seventy-five percent (75%) of the amount of the Performance Withhold at risk.

If Contractor's 2020 measurement year rate is at or above the 90th percentile of NCQA 2021 Quality Compass, Contractor is eligible to receive an incentive payment equal to one hundred percent (100%) of the amount of the Performance Withhold at risk.

iii. Follow-up after hospitalization for mental illness.

Percentage of members who received follow-up within seven (7) days of discharge from hospitalization for mental health disorders. HEDIS measure (HEDIS FUH) using administrative data.

Amount of Performance Withhold at risk: 10%

If Contractor's 2020 measurement year rate is at or above the 50th percentile and below the 75th percentile of NCQA 2021 Quality Compass, Contractor is eligible to receive an incentive payment equal to fifty percent (50%) of the amount of the Performance Withhold at risk.

If Contractor's 2020 measurement year rate is at or above the 75th percentile and below the 90th percentile of NCQA 2021 Quality Compass, Contractor is eligible to receive an incentive payment equal to seventy-five percent (75%) of the amount of the Performance Withhold at risk.

If Contractor's 2020 measurement year rate is at or above the 90th percentile of NCQA 2021 Quality Compass, Contractor is eligible to receive an incentive payment equal to one hundred percent (100%) of the amount of the Performance Withhold at risk.

iv. Lead Screening in Children

Percentage of children two (2) years of age who had one or more capillary or venous lead blood test for lead poisoning by their second birthday. HEDIS measure (HEDIS LSC) using hybrid data.

Amount of Performance Withhold at risk: 10%

If Contractor's 2020 measurement year rate is at or above the 25th percentile of NCQA 2021 Quality Compass, Contractor is eligible to receive an incentive payment equal to fifty percent (50%) of the amount of the Performance Withhold at risk.

If Contractor's 2020 measurement year rate is at or above the 50th percentile of NCQA 2021 Quality Compass, Contractor is eligible to receive an incentive payment equal to seventy five percent (75%) of the amount of the Performance Withhold at risk.

If Contractor's 2020 measurement rate is at or above the 75th percentile of NCQA 2021 Quality Compass, Contractor is eligible to receive an incentive payment equal to one hundred (100%) of the amount of the Performance Withhold at risk.

v. Medication Management for People with Asthma

Percentage of members, aged five (5) to eleven (11) years, who remained on an asthma controller medication for at least 75% of their treatment period. HEDIS measure (HEDIS MMA) using administrative data.

Amount of Performance Withhold at risk: 10%

If Contractor's 2020 measurement year rate is at or above the 50th percentile of NCQA 2021 Quality Compass, Contractor is eligible to receive an incentive payment equal to fifty percent (50%) of the amount of the Performance Withhold at risk.

If Contractor's 2020 measurement year rate is at or above the 75th percentile of NCQA 2021 Quality Compass, Contractor is eligible to receive an incentive payment equal to seventy five percent (75%) of the amount of the Performance Withhold at risk.

If Contractor's 2020 measurement year rate is at or above the 90th percentile of NCQA 2021 Quality Compass, Contractor is eligible to receive an incentive payment equal to one hundred (100%) of the amount of the Performance Withhold at risk.

vi. Annual Dental Visit

Percentage of members, aged two (2) to twenty (20) years, who had at least one dental visit during the measurement year. HEDIS measure (HEDIS ADV) using administrative data.

Amount of Performance Withhold at risk: 10%

If Contractor's 2020 measurement year rate is at or above the 25th percentile of NCQA 2021 Quality Compass, Contractor is eligible to receive an incentive payment equal to fifty percent (50%) of the amount of the Performance Withhold at risk.

If Contractor's 2020 measurement year rate is at or above the 50th percentile of NCQA 2021 Quality Compass, Contractor is eligible to receive an incentive payment equal to seventy five percent (75%) of the amount of the Performance Withhold at risk.

If Contractor's 2020 measurement year rate is at or above the 75th percentile of NCQA 2021 Quality Compass, Contractor is eligible to receive an incentive payment equal to one hundred (100%) of the amount of the Performance Withhold at risk.

5. Timing of Payments.

a. Performance Outcomes and Targets.

FSSA will make its best efforts to distribute a report identifying Contractor's performance for the previous calendar year before the end of the current calendar year and the amount of incentive payments, if any, earned for such year for each outcome measured during the calendar year. FSSA will make its best efforts to distribute payment to Contractor, subject to Section B.8 below, by December 31 of each year.

6. Conditions to Incentive Payments.

FSSA will not have any obligation to distribute the Contractor's incentive payment to Contractor if FSSA has made a determination that Contractor is not eligible to participate in the pay for performance program, as described in Section B.1. The State encourages plans to share earned incentive payments with members and providers.

7. Disposition of Undistributed Incentive Payment Funds.

In the event the maximum amount of the incentive payment funds available to all managed care plan contractors is not earned and distributed based on the performance of Contractor and/or other managed care plan contractors, FSSA will retain the difference (hereinafter referred to as the "undistributed incentive payment funds"). The undistributed incentive payment funds, which may include unearned withhold funds forfeited by other managed care plan contractors, may be available to Contractor to fund all or a portion of quality improvement initiatives proposed by Contractor, subject to the conditions set forth by OMPP for priorities identified in the OMPP

Quality Strategy Plan. Such quality improvement initiatives may include, but are not limited to, healthcare IT initiatives (such as but not limited to incentives for provider adoption of electronic health records, e-prescribing and/or data sharing with the Indiana Health Information Exchange or other regional health information exchanges); cost and quality transparency initiatives; number of provider and member complaints handled; overall HEDIS scores; PMP access; behavioral health and physical health integration initiatives; timeliness of claims payment; and clinical initiatives.

The Director of the Office of Medicaid Policy and Planning must approve requests for any initiatives proposed to earn undistributed incentive payment funds.

FSSA has full discretion to determine whether and the extent to which any such distributions will be made and the FSSA may choose not to award undistributed incentive payment funds.

8. Non-Financial Incentives.

In addition to the potential to earn incentive payments based on performance in the identified areas, FSSA may establish other means to incent performance improvement.

FSSA retains the right to publicly report Contractor performance. Information which may be provided in public reports includes but is not limited to Contractor's audited HEDIS report, Contractor's Consumer Assessment of Healthcare Providers and Systems (CAHPS) data, and information based on Encounter Data Quality submission or underlying encounter data submitted by Contractor. FSSA intends to distribute information on key performance indicators to participating managed care plan contractors and the public on a regular basis, identifying Contractor's performance, and comparing that performance to other managed care plan contractors, standards set by FSSA and/or external benchmarks or industry standards. FSSA may recognize managed care plan contractors that attain superior performance and/or improvement by publicizing their achievements. For example, FSSA may post information concerning exceptional performance on its website, where it will be available to both stakeholders and members of the public. To the extent data is used in a public report, it must be received by stated deadline in order to be published.

In year two (2) of the Contract, FSSA intends to include Contractor quality and performance indicators on materials distributed to potential members to facilitate MCE selection. The State reserves the right to develop a rating system advertising Contractor performance on areas such as consumer satisfaction, network access and quality improvement.

Following the initial year of the Contract, after which sufficient quality data is anticipated to be available, the State seeks to reward high performing MCEs through the auto-assignment logic. For example, in developing the auto-assignment methodology, the State reserves the right to consider factors such as Contractor performance on clinical quality outcomes as reported through HEDIS data, enrollee satisfaction as delineated through the CAHPS survey results, network access and other outcome measures.

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EXHIBIT 5.E

CAPITATION RATES

Actuarial Certification:

The actuarial certification for each Contract year is incorporated in this Contract by reference. Actuarial certifications or amendments to certifications that have been signed by contracted entities and approved by CMS will be considered binding on all parties. As a matter of convenience, rates and other information from the certification are reproduced in this section of the Contract, but the certifications generally contain additional detail that should also be considered a part of this Contract.

Note on Capitation Rates:

The capitation rates listed in this exhibit shall apply for the rating periods January 1, 2017 through December 31, 2020.

Note on Rates and Rate Adjustment:

To the extent covered benefits or State-directed fee schedules are adjusted, capitation rates will be subject to revision in order to reflect the required program change. Future capitation rates will also be adjusted each year to reflect new base year data.

From time to time the State may adjust other fee schedules related to covered services for which reimbursement is not State-directed, as defined in 42 CFR 438.6(c)(iii), under this Contract. Where reimbursement is not State-directed, the Contractor may negotiate separate and distinct reimbursement with service providers, constrained only by other Contract provisions, such as access requirements. Should the State change these other fee schedules, there will be no related capitation rate adjustment.

Note on Risk and Acuity Adjustment:

Each Contractor’s rates have been adjusted to reflect the morbidity of their enrolled members, using either risk or acuity adjustment for each contract year. For years in which risk adjustment is employed, total payments by FSSA will be cost neutral.

FSSA reserves the right to change risk adjustment models and tools. Risk scores are calculated separately for each major rate grouping, using an aggregate approach, and are applied to age / gender specific rates. FSSA reserves the right to adjust rates retrospectively. Members enrolled for less than six (6) months were risk adjusted according to each Contractor's average risk adjustment factor.

Note on Incentive Payment Withholding:

The capitation rates listed in this exhibit do not reflect any withhold amounts. FSSA will withhold a portion of the approved capitation payments from the Contractor on the following schedule:

- Year 1, 2017 – one point five eight percent (1.58%)
- Year 2, 2018 – one point seven seven percent (1.77%)
- Year 3, 2019 – one point seven seven percent (1.77%)
- Year 4, 2020 – one point seven seven percent (1.77%)
- Year 5, 2021 – one point seven seven percent (1.77%)
- Year 6, 2022 – three point nine four percent (3.94%)

The Contractor may be eligible to receive some or all of the withheld funds based on Contractor’s performance in the areas outlined in Section B.4.a of Contract Exhibit 2. Withhold payments will be calculated as set forth in Section B.4.a of Contract Exhibit 2.

EXHIBIT 5.E

CAPITATION RATES

Note on Section 9010 Health Insurer Fees:

Actuarial soundness requires all applicable fees and taxes be reflected in the rates. This includes the health insurer fee (HIF) implemented under Section 9010 of the Affordable Care Act. FSSA will adjust capitation rates both retrospectively and prospectively to reflect any HIF paid during the contract year and associated income taxes. FSSA intends retroactive HIF adjustments to be a uniform percentage increase to the rates, to be applied to the entire rating period. The amount of the adjustment will be determined after the actual amount of the HIF is known.

Note on Risk Corridor:

For calendar year 2020 the State is implementing a two-sided risk corridor around the benefit cost portion of per member per month capitation rates. This risk corridor calculation shall be calculated separately for each Contractor, by program and year. The Contractor shall retain at most two percent (2%) of the overall gains or losses. The Contractor is at full risk for the first one point five percent (1.5%) of gains or losses. For gains and losses over one point five percent (1.5%) and up to two point five percent (2.5%) the State and Contractor shall share the risk evenly. Gains or losses above the first two point five percent (2.5%) revert to the State.

The targeted benefit cost shall be calculated by the State for each Contractor by program and year. The targeted benefit cost shall be calculated according to the method described in the actuarial certification for each applicable Contract year incorporated in this Contract by reference.

The actual benefit cost incurred by the Contractor shall include all regular medical expenditures in the encounter data. For sub-contracted services, only the amount paid to providers may be included; sub-contracted administrative costs are excluded. Expenditures will be evaluated net of selected costs, including third-party liability, pharmacy supplemental rebates, and net reinsurance recoveries. Benefit costs do not include non-encounterable data.

A reconciliation, to be calculated and finalized at the sole discretion of the State, will compare the actual per member per month benefit cost incurred by the Contractor to the targeted benefit cost, and result in a per member per month amount. The dollar value of the remittance is the product of the per member per month amount and the Contractor's calendar year member months.

The State shall perform an interim reconciliation of the calendar year 2020 risk corridor using claim experience with dates of service from January through June of calendar year 2020, allowing for runout through September 30, 2020. A full reconciliation of calendar year 2020 dates of service will occur using claim experience with runout through September 30, 2021.

In this exhibit:

- The CY 2018 and CY 2020 rates include an adjustment that was made for the HIF
- The CY 2017 and CY 2019 rates do not include an adjustment for the HIF. It is not anticipated that the rates will be adjusted for HIF, since the fee was suspended for these years.

EXHIBIT 5.E

CAPITATION RATES

Note on Calendar Year 2017 Capitation Rates:
No further adjustments to the Calendar Year 2017 capitation rates are anticipated.

2017 Hoosier Healthwise Capitation Rates
Effective January 1, 2017-March 31, 2017

All rates before adjustment for 1.58% withhold and after risk adjustment.

Package A Rates

Category	Statewide Rate
Newborns	$ 604.78
Preschoolers	133.08
Children	155.00
Adolescents/Adults	207.37
Pregnant Females	377.20

Maternity Case Rate	$ 5,895.87

Package C Rates

Category	Statewide Rate
Newborns	$ 219.20
Preschoolers	146.70
Children	154.93
Adolescents	252.40

2017 Hoosier Healthwise Capitation Rates
Effective April 1, 2017-June 30, 2017

All rates before adjustment for 1.58% withhold and after risk adjustment.

Package A Rates

Category	Statewide Rate
Newborns	$ 645.28
Preschoolers	126.86
Children	150.68
Adolescents/Adults	199.74
Pregnant Females	353.52

Maternity Case Rate	$ 6,636.28

EXHIBIT 5.E

CAPITATION RATES

Package C Rates

Category	Statewide Rate
Newborns	$ 233.45
Preschoolers	140.19
Children	150.78
Adolescents	246.35

2017 Hoosier Healthwise Capitation Rates
Effective July 1, 2017-December 31, 2017

All rates before adjustment for 1.58% withhold and after risk adjustment.

Package A Rates

Category	Statewide Rate
Newborns	$ 683.29
Preschoolers	135.06
Children	156.20
Adolescents/Adults	209.89
Pregnant Females	386.02

Maternity Case Rate	$ 7,006.49

Package C Rates

Category	Statewide Rate
Newborns	$ 246.82
Preschoolers	148.83
Children	156.01
Adolescents	255.51

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EXHIBIT 5.E

CAPITATION RATES

Note on Calendar Year 2018 Capitation Rates:
No further adjustments to the Calendar Year 2018 capitation rates are anticipated.

2018 Hoosier Healthwise Capitation Rates
Effective January 1, 2018-July 31, 2018

All rates before adjustment for 1.77% withhold and after risk adjustment.

Package A Rates

Category	Statewide Rate
Newborns	$ 784.82
Preschoolers	134.76
Children	150.51
Adolescents/Adults	196.66
Pregnant Females	452.07

Maternity Case Rate	$ 7,302.89

Package C Rates

Category	Statewide Rate
Newborns	$ 282.89
Preschoolers	157.39
Children	169.57
Adolescents	229.85

2018 Hoosier Healthwise Capitation Rates
Effective August 1, 2018-December 31, 2018

All rates before adjustment for 1.77% withhold and after risk adjustment.

Package A Rates

Category	Statewide Rate
Newborns	$ 854.66
Preschoolers	139.54
Children	153.61
Adolescents/Adults	202.34
Pregnant Females	477.59

Maternity Case Rate	$ 8,128.82

EXHIBIT 5.E

CAPITATION RATES

Package C Rates

Category	Statewide Rate
Newborns	$ 307.45
Preschoolers	162.11
Children	172.99
Adolescents	235.94

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EXHIBIT 5.E

CAPITATION RATES

Note on Calendar Year 2019 Capitation Rates:
No further adjustments to the Calendar Year 2019 capitation rates are anticipated.

2019 Hoosier Healthwise Capitation Rates
Effective January 1, 2019-July 31, 2019

All rates before adjustment for 1.77% withhold and after risk adjustment.

Package A Rates

Category	Statewide Rate
Newborns	$ 898.38
Preschoolers	140.06
Children	151.09
Adolescents/Adults	198.48
Pregnant Females	366.43
Maternity Case Rate	$ 7,342.31

Package C Rates

Category	Statewide Rate
Newborns	$ 322.50
Preschoolers	167.14
Children	164.90
Adolescents	223.52

2019 Hoosier Healthwise Capitation Rates
Effective August 1, 2019-December 31, 2019

All rates before adjustment for 1.77% withhold and after risk adjustment.

Package A Rates

Category	Statewide Rate
Newborns	$ 849.95
Preschoolers	137.52
Children	149.45
Adolescents/Adults	195.45
Pregnant Females	355.80
Maternity Case Rate	$ 6,635.63

EXHIBIT 5.E

CAPITATION RATES

Package C Rates

Category	Statewide Rate
Newborns	$ 305.47
Preschoolers	164.46
Children	163.16
Adolescents	220.55

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EXHIBIT 5.E

CAPITATION RATES

Note on Calendar Year 2020 Capitation Rates:
The following rate adjustments have been reflected in this amendment and in the capitation rates documented in this section:

- Adjustment to reflect updates made to the State-directed inpatient hospital fee schedule for CY 2020
- Adjustment to reflect updates made to the State-directed outpatient hospital fee schedule for CY 2020
- Adjustment to reflect any State-directed Hospital Assessment Fee (HAF) fee schedule changes that become effective during CY 2020
- Adjustment to include reimbursement for the HIF
- Adjustment to the non-benefit costs, related to the COVID-19 pandemic
- Implementation of a retroactive risk corridor, related to the COVID-19 pandemic

No further adjustments to the Calendar Year 2020 capitation rates are anticipated.

2020 Hoosier Healthwise Capitation Rates
Effective January 1, 2020-July 31, 2020

All rates before adjustment for 1.77% withhold and after risk adjustment.

Package A Rates

Category	Statewide Rate
Newborns	$ 846.05
Preschoolers	132.90
Children	144.65
Adolescents/Adults	200.58
Pregnant Females	333.06
Maternity Case Rate	$ 7,326.65

Package C Rates

Category	Statewide Rate
Newborns	$ 304.02
Preschoolers	151.44
Children	168.17
Adolescents	224.46

EXHIBIT 5.E

CAPITATION RATES

2020 Hoosier Healthwise Capitation Rates
Effective August 1, 2020-December 31, 2020

All rates before adjustment for 1.77% withhold and after risk adjustment.

Package A Rates

Category	Statewide Rate
Newborns	$ 899.86
Preschoolers	134.51
Children	143.46
Adolescents/Adults	196.80
Pregnant Females	336.41
Maternity Case Rate	$ 8,521.04

Package C Rates

Category	Statewide Rate
Newborns	$ 322.69
Preschoolers	154.38
Children	165.56
Adolescents	218.02

Note on One-Time Settlement Amount for Retroactive Enrollment:
A one-time settlement amount has been calculated to reflect net costs incurred by the Contractor for retroactive enrollment. Development of the settlement payment from the Contractor of $7,107,685 is detailed in the State's actuary's report dated January 14, 2020.

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